

### CITY OF ROLLINGWOOD PARK COMMISSION MEETING AGENDA

Tuesday, November 18, 2025

Notice is hereby given that the Park Commission of the City of Rollingwood, Texas will hold a meeting, open to the public, in the Municipal Building at 403 Nixon Drive in Rollingwood, Texas on November 18, 2025 at 12:00 PM. Members of the public and the Park Commission may participate in the meeting virtually, as long as a quorum of the Park Commission and the presiding officer are physically present at the Municipal Building, in accordance with the Texas Open Meetings Act. The public may watch this meeting live and have the opportunity to comment via audio devices at the link below. The public may also participate in this meeting by dialing one of the toll-free numbers below and entering the meeting ID and Passcode.

Link: https://us02web.zoom.us/j/5307372193?pwd=QmNUbmZBQ1lwUlNjNmk5RnJrelRFUT09

**Toll-Free Numbers:** (833) 548-0276 or (833) 548-0282

**Meeting ID:** 530 737 2193

Password: 9fryms

The public will be permitted to offer public comments via their audio devices when logged in to the meeting or telephonically by calling in as provided by the agenda and as permitted by the presiding officer during the meeting. If a member of the public is having difficulties accessing the public meeting, they can contact the city at <a href="mailto:mrodriguez@rollingwoodtx.gov">mrodriguez@rollingwoodtx.gov</a>. Written questions or comments may be submitted up to two hours before the meeting. A video recording of the meeting will be made and will be posted to the City's website and available to the public in accordance with the Texas Public Information Act upon written request.

#### CALL PARK COMMISSION MEETING TO ORDER

1. Roll Call

#### **PUBLIC COMMENTS**

Citizens wishing to address the Park Commission for items not on the agenda will be received at this time. Please limit comments to 3 minutes. In accordance with the Open Meetings Act, the Park Commission is restricted from discussing or taking action on items not listed on the agenda.

Citizens who wish to address the Park Commission with regard to matters on the agenda will be received at the time the item is considered.

#### **CONSENT AGENDA**

All Consent Agenda items listed are considered to be routine by the Park Commission and may be enacted by one (1) motion. There will be no separate discussion of Consent Agenda items unless a Board Member has requested that the item be discussed, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Regular Agenda.

 Discussion and possible action on the minutes from the October 14, 2025 Park Commission meeting

#### **REGULAR AGENDA**

- 3. Update from Western Hills Little League and Western Hills Girls Softball
- Update from Western Hills Athletic Club
- 5. Discussion and possible action to make a recommendation to City Council on a request from Rollingwood Women's Club to display holiday lights in the park
- 6. Discussion regarding Quarterly Park Walk Through report from Public Works
- 7. Discussion and possible action on a recommendation to City Council regarding a request from Western Hills Girls Softball for Field 2 improvements at Rollingwood Park exceeding \$1,000
- 8. Discussion and possible action on a recommendation to City Council to amend the lease agreement with Western Hills Little League to modify the required approval amount for improvements
- 9. Discussion regarding proposed irrigation and sod improvements
- 10. Presentation, discussion, and possible action on the parking lot and entrance improvements

#### **DEPARTMENT REPORTS**

All reports are posted to inform the public. No discussion or action will take place on items not on the regular or consent agenda.

11. Park Commission Financials through October 2025

#### **ADJOURNMENT OF MEETING**

#### **CERTIFICATION OF POSTING**

I hereby certify that the above Notice of Meeting was posted on the bulletin board at the Rollingwood Municipal Building, in Rollingwood, Texas and to the City website at www.rollingwoodtx.gov prior to 5:00 p.m. on November 12, 2025.

Makayla Rodríguez

Makayla Rodriguez, City Secretary

NOTICE -

The City of Rollingwood is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please contact the City Secretary, at (512) 327-1838 for information. Hearing-impaired or speech-disabled persons equipped with telecommunication devices for the deaf may call (512) 272-9116 or may utilize the stateside Relay Texas Program at 1-800-735-2988.

The Park Commission will announce that it will go into executive session, if necessary, to deliberate any matter listed on this agenda for which an exception to open meetings requirements permits such closed deliberation, including but not limited to consultation with the city's attorney(s) pursuant to Texas Government Code section 551.071, as announced at the time of the closed session.

Consultation with legal counsel pursuant to section 551.071 of the Texas Government Code; discussion of personnel matters pursuant to section 551.074 of the Texas Government Code; real estate acquisition pursuant to section 551.072 of the Texas Government Code; prospective gifts pursuant to section 551.073 of the Texas Government Code; security personnel and device pursuant to section 551.076 of the Texas Government Code; and/or economic development pursuant to section 551.087 of the Texas Government Code. Action, if any, will be taken in open session.



### CITY OF ROLLINGWOOD PARK COMMISSION MEETING MINUTES

Tuesday, October 14, 2025

The Park Commission of the City of Rollingwood, Texas held a meeting, open to the public, in the Municipal Building at 403 Nixon Drive in Rollingwood, Texas on October 14, 2025. Members of the public and the Park Commission were able to participate in the meeting virtually, as long as a quorum of the Park Commission and the presiding officer were physically present at the Municipal Building, in accordance with the Texas Open Meetings Act. A video recording of the meeting was made and will be posted to the City's website and available to the public in accordance with the Texas Public Information Act upon written request.

#### **CALL PARK COMMISSION MEETING TO ORDER**

1. Roll Call

Chair Melissa Morrow called the meeting to order at 12:00 p.m.

Present Members: Chair Melissa Morrow, Sean Downing, Don Hudson, and Diana Wallace

Also Present: City Administrator Alun Thomas, City Secretary Makayla Rodriguez, and Assistant to the City Administrator Lindsay Saenz

#### **PUBLIC COMMENTS**

There were no public comments.

#### **CONSENT AGENDA**

Discussion and possible action on the minutes from the September 9, 2025 Park Commission meeting

Chair Melissa Morrow discussed edits to the meeting minutes.

Diana Wallace moved to approve the meeting minutes. Don Hudson seconded the motion. The motion carried with 4 in favor and 0 against.

Mary Elizabeth Cofer joined the meeting at 12:02 p.m.

#### **REGULAR AGENDA**

3. Update from Western Hills Little League and Western Hills Girls Softball

Steve Franke of Western Hills Girls Softball stated that their season is halfway done and will go through mid-November. He explained that he would like to have dirt work and repairs completed on the fields and asked for guidance from the Park Commission regarding how he should proceed per the City's lease with Western Hill's Little League. The Park Commission and Mr. Franke discussed the scope of the proposed work, the project approval process, and possibly increasing the project limit amount per the lease with the City.

Steve Franke stated that he will provide information regarding the proposed work to City Staff for the next meeting.

4. Update from Western Hills Athletic Club

Chair Melissa Morrow stated that in an effort to improve communication between the City and Western Hills Athletic Club, she would like to add a reoccurring item to discuss informational updates from the Club's board meetings. She noted that the formation of a new year-round swim team is expected to increase traffic in the area and also discussed the Western Hills Athletic Club's tennis court's construction timeline.

Mary Elizabeth Cofer suggested that a representative from Western Hills Athletic Club should attend the meeting once construction of the courts have begun.

5. Discussion and update on a recommendation from the Park Commission to appropriate remaining funds from the alternative plan to the retaining wall project to improve the playscape at Rollingwood Park

Chair Melissa Morrow shared that City Council approved their recommendation for the proposed playscape project and that RCDC would be funding the project. She continued to say that Gomez Construction Service LLC will begin the work next week.

 Discussion and update a recommendation from the Park Commission to hire a landscape architect to design and define parking areas, plant trees, and landscape locations for park improvements for up to \$17,000 to be funded by RCDC

Chair Melissa Morrow stated that City Council and RCDC approved the Park Commission's recommendation to hire a landscape architect. She continued to say that landscape architect will provide design options by the end of the month as well as discussed next steps.

The Park Commission discussed the parking lot and tree planting.

7. Discussion and possible action on process of prioritizing and timing of park projects

Item 8 was discussed in conjunction with item 7.

Chair Melissa Morrow stated that Council Member Kevin Glasheen proposed a project to improve irrigation and replace turf at the upper park fields. She noted that the project was not originally included on the Park Commission's property list, but that the RCDC has the ability to fund the effort. City Administrator Alun Thomas stated that RCDC has \$775,000.

The Park Commission discussed ongoing projects, the details of Council Member Kevin Glasheen's proposed project, and feedback regarding the proposed project. They also discussed field improvement, usage, and the lease with Western Hills Little League.

Chair Melissa Morrow and City Administrator Alun Thomas discussed the estimate received for the scope of work is \$12,000 with a possible \$2,000 construction administration fee.

Council Member Phil McDuffee stated that City Council is seeking support from the Park Commission regarding the proposed project.

Don Hudson moved to approve spending by City Council for up to \$14,500 to get design specification for underlaying, dirt improvement, re-sodding, a new sprinkler system, and soil testing for the ball fields. Diana Wallace Seconded the motion. The motion carried with 5 in favor and 0 against.

8. Discussion and possible action on irrigation and turf replacement on the fields at Rollingwood Park

Item 8 was discussed in conjunction with item 7.

#### **ADJOURNMENT OF MEETING**

The meeting was adjourned at 12:46 p.m.

	- · - · · · · · · · · · · · · · · · · ·	
Minutes adopted on the	day of	, 2025.
		Melissa Morrow, Chair
ATTEST:		
Makayla Rodriguez, City Secr	etary	

### Re: Fields 1 & 2 Availability + Holiday Lights Question

From Rachel Tys

Date Tue 11/11/2025 1:06 PM

To Alun Thomas <athomas@rollingwoodtx.gov>

Cc Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Rollingwood Womens Club ; Lindsay Saenz <lsaenz@rollingwoodtx.gov>

Hi all,

I wanted to share an update on our Rollingwood Women's Club partnership projects and request placement on the upcoming Parks Commission and City Council agendas for consideration.

Over the past few weeks, I met on site with both Shine Westlake and Austin Custom Christmas Lights to review options for lighting the park. Together, we identified a cluster of oak trees closest to the Field House and the existing outlet near the softball field. This layout:

- Keeps power sources close to minimize extension cords
- Allows cords to be run above the tree canopy where needed to reduce tripping hazards
- Avoids impacts to nearby homes along Rollingwood Drive
- Highlights the recent community enhancements around the Field House area

Both vendors also confirmed that, if the Field House is outlined with string lights, they can connect to those existing points to keep cords off the ground and maintain a clean, safe setup.

Our proposal is to focus lighting on a small area around the Field House only and to host a small community tree lighting gathering, tentatively planned for **Saturday, December 7 at 5:00 p.m.** Final vendor selection and scope will be contingent on funding approval from the Rollingwood Women's Club, which I am optimistic we can secure.

In addition, we are exploring a complementary project with the Boy Scouts to display flags along Rollingwood Drive and within the park for the **4th of July parade and community celebration**. The goal is to create a cohesive, patriotic corridor along the parade route and in the park while partnering with a local youth organization for installation and management.

At this time, I am respectfully requesting:

- Approval from the Parks Commission and City Council to install temporary holiday lighting in the proposed area using a licensed vendor and to host the tree lighting gathering on December 7 at 5:00 p.m.
- Conceptual approval to collaborate with the Boy Scouts on a flag display along Rollingwood Drive and in the park for the 4th of July parade and related festivities, so we may continue

Page 8

Additional detail on both initiatives is summarized here: Rollingwood Women's Club – Event Enhancements Proposal

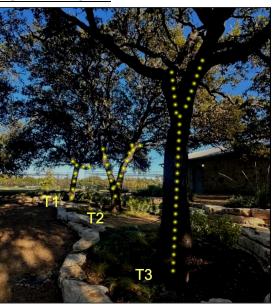
I will be out of town and unable to attend the November Parks or City Council meetings in person. Alun, would you be willing to submit this item and the attached materials for inclusion on the agendas? I will ensure a Women's Club Board representative is available to attend and answer any questions.

Thank you for your time and consideration, and for your continued support in creating meaningful community experiences in Rollingwood.

Best regards, Rachel Tys |

#### WINTERWOOD: A COMMUNITY TREE LIGHTING CEREMONY:





Create a simple and welcoming winter tree lighting event that brings neighbors together and establishes an annual community tradition. This would be the first year, with a modest and manageable installation focused around the Field House and Upper playground which will also highlight the recent enhancements in that area. Additionally, that placement avoids impacts to nearby homes along Rollingwood Drive and lights will be on timers to turn on/off from 5-9pm in line with the city's Dark Skies initiative.

#### **Event Concept**

- Location: The Field House area
- Tentative lighting ceremony gathering through Women's Club on December 7 at 5pm
- Lighting of 7-8 selected trees
- Hot cocoa self-serve
- Sno Beach snowballs (resident owned business)
- Optional cookie decorating (volunteer-run or sponsored)
- Ornament craft for kids to take home or hang in the mountain laurel trees that flank the bathrooms
- Music playlist (no stage or sound equipment needed) and potential for a local resident to lead a few winter carols.

This event is intended to be family-friendly, casual, and easy for residents to attend and enjoy. The lighting display would stay up for the holiday season, roughly December through January.

### **Lighting Scope**

Light approximately 7–8 oak trees near the Field House/restroom/concession stand area. Both vendors include installation, removal, storage, and service calls.

Vendor: Shine Westlake

- Lights: Commercial-grade LED mini-lights, warm white
- Scope: Wrap 7 oak trees
- Includes lights, installation, takedown, storage, and tax
- Lights are warrantied for 3 years
- Lights become part of the Women's Club inventory moving forward

#### New Items Identified:

#### **Upper Park:**

- 1. The Buckeye tree that is located near the entrance of the Upper Park needs to be trimmed back. PW will address this in the fall.
- 2. The path from the upper parking lot to City Hall needs to be cleaned up or restored. PW will address this in the spring.
- 3. The stairs that connect the upper parking lot to City Hall need to be looked at and replaced. PW will address this in the spring.

#### **Lower Park:**

- 1. The circular rock formation in front of City Hall needs to be cleaned up. There are smaller rocks that need to be moved. PW will address this in the fall.
- 2. Before entering the Pavilion, there is a dirt patch that needs some type of material to cover it (grass, rocks, etc.) PW will address this in the spring.
- 3. The dog on leash sign that is located next to the Pavilion is old and bent, which makes it hard to read. PW will address this in the spring. PW will address this in the fall.

#### October 21, 2025 Park Walk Through

Mary Elizabeth Cofer and Lindsay Saenz

August 12, 2025 Park Walk Through

Melissa Morrow

#### New Items Identified:

#### **Upper park**

1. Can you give us some history on the dumpster at the entrance to the park near the pool gate. Does it belong to the City or the Pool? As one of the first things you see on entering the park we would like to look at moving it to another location, let us know what the parameters are. If it needs to stay, let's make a plan to hide it better.

Staff confirmed that the dumpster belongs to Western Hills Little League as well as confirmed that it is on Park Land.

2. There are still several bleacher end caps that need replacement. Please send another note to WHLL about the need to get these fixed as we have had at least one injury as a result of these sharp edges. City staff will reach out to Western Hills Little League.

#### **Lower Park**

1. The fence around the outdoor storage area next to the lower park is falling apart. Can we get bids to replace it.

Action will be delayed due to discussions of a new City Hall. Otherwise, it can be resolved internally.

Public Works can work on this project if needed in the spring.

- It appears an animal or child has been digging out under the large boulders in the lower park back field. Concern that one could roll onto a child playing.
   Public Works have taken care of this issue. Large Boulders were moved and filled with fresh dirt and small rocks; boulders were then moved back into place.
- Irrigation pipe sticking up between the playground curb and the bench near the swirling slide.
   Public Works took care of the issue by moving the irrigation head so the tree can get sufficient water.
- 4. It looks like someone is regularly driving from the sidewalk through the back grass area and creating a rutted area in the middle of the grass. Can they vary their route so it does not ruin the grass?

  Public Works will vary routes when performing work.

#### **Carry Over from Previous Walk Throughs:**

1. Suggest adding a finished surface between the new lower pavilion steps and the sidewalk. A strip of artificial turf might work well there.

Page 13

City staff will improvement and and workload permit.

### January 21, 2025 Park Walk Through

**Melissa Morrow and Mary Elizabeth Cofer** 

review this proposed carry it out as time

#### **Carry Over from Previous Walk Throughs:**

- 1 Painting maintenance needed at lower park benches.
   Rotted wood has been replaced and painted on the picnic tables, the benches will be grinded and receive a fresh coat of paint in the spring.
- 2. Railroad ties at parking lot bordering field 2 are misaligned and several show extensive rot. Public Works will work on this the week of January 13, 2025.

### October 15, 2024 Park Walk Through

#### Mary Elizabeth Cofer and Diana Wallace

#### **New Items Identified:**

#### **Upper Park**

- **1. Ongoing Erosion Issues**Pending capital project. No action from staff at this time.
- Sprinkler system at Butterfly Garden needs work.
   Public Works worked on this item on November 8, 2024.

#### **Lower Park**

**3.** Lower Park Library needs waterproofing. Public Works repaired library.

#### **Carry Over from Previous Walk Throughs:**

- Ongoing erosion west of field house.
   Received proposal for retaining wall. No action from staff.
- 5. Driveway area and parking needs work. Could this be redone with layer of road base, then covered with hard gravel? Parking could be delineated in the gravel with border stones set with about 1" above the surface of the gravel.

Pending capital project. No action from staff.

### July 17, 2024 Park Walk Through

#### **Don Hudson and Diana Wallace**

#### New Items Identified:

#### **Upper Park**

- 1. Misaligned stones, west of field house, at water crossing paved with border stones.

  Pending further direction on trail maintenance and improvement from Park Commission.
- 2. QUESTION: How much effort is required of Izzy and staff to maintain trail? Is it a large amount of time?

Public Works weed eats the trail weekly. As for any other maintenance, Public Works maintains the trail as needed, such as trail border alignment and refreshing decomposed granite. See item #2.

3. Multiple areas on trail between field house and cliff show granite surface washing over border stones, covering them up.

Trail related – addressed in item #2.

- **4.** Water crossing at north trail shows erosion, the outer run of border stones covered with DG Trail related addressed in item #2.
- 5. Near northeast corner of trail, many loose border stones.

Trail related – addressed in item #2.

6. Grass Burrs (aka "goatheads") noticed along north portion of trail.

Trail related – addressed in item #2.

7. Northeast corner water crossing needs work.

Trail related – addressed in item #2.

8. What are loose border stones behind backstop at field 4 to be used for. It appears they may be staged there for erosion control behind backstop.

It looks like the stones were being used for erosion control. Public Works re-stacked them, but I'm not sure when they were placed there.





9. QUESTION: Where is east border between WHAC Pool and Rollingwood park?

Here is a link to the property on TCAD: <a href="https://travis.prodigycad.com/property-detail/107303">https://travis.prodigycad.com/property-detail/107303</a>. If you go to the map view you can turn on the aerial map and it shows the property outline. This should be accurate within about 2 feet.

- **10.** Parts of border buried with decomposed granite at south trail along Rollingwood Drive at field **2**Trail related addressed in item #2.
- 11. QUESTION: If City Council passes the proposed tree project, could we request donations for same from residents of Rollingwood?
  Yes.
- **12.** Loose border stones, trail head at parking lot near Gentry Dr. Trail related addressed in item #2.
- **13.** Bermuda grass or other invasive grass showing up at trail head at parking near Gentry Dr Grass area has been treated.
- **14.** Cracked irrigation valve cover at entry to parking lot near Gentry. Irrigation valve cover was replaced.

#### **Lower Park**

- **15.** North of playscape, missing border stones, erosion Trail related addressed in item #2.
- 16. Some beautification needed at new slab, west side of Pavilion. Could be plants to soften appearance and soften sharp edges for walkers and others.
  New plants and gravel will be added in spring.
- 17. Regarding large trees between City Hall and Pavilion; is it OK for mulch to contact base of tree. The amount and depth of mulch looks good at 1" to 1-1/2".

Public Works has addressed this.

- **18. COMMENT: The application of mulch in the beds at city hall looks GREAT!**No action from staff.
- 19. Nut Sedge and other unwelcome grasses are coming up in beds at city hall.

Public Works has added this to routine maintenance.



20. Misaligned border stones at path from city hall to parking near Gentry.

Trail related – addressed in item #2.

#### **Carry Over from Previous Walk Throughs:**

21. Erosion exists in many places along the walking trail. In some places it is more pronounced than

others. In some out part of the stones seriously trail near the field

April 15, 2024 Park Walk Through

Laurie Mills and Chad Smith

places, it has washed trail. Trail border misaligned along the house.

Trail related – addressed in item #2...

22. Parts of the trail border missing east of the playscape. This could be intentional to allow mowing equipment access to lawn.

Trail related – addressed in item #2.

#### New Items Identified:

 Reinforce stairs from upper park parking lot to City Hall and trim landscape that is overgrown along stairs.

This has been completed.

- 2. Drainage in lower park just past the swing toward the back field.
  - Public Works has cancelled out some of the irrigation heads in the area, this will alleviate some of the water build up. We are looking into adding decomposed granite to stop.
- 3. Redistribute gravel along the back walking trail at lower park where there are holes and weed control along trail (upper and lower).

Public Works will keep addressing these issues as part of regular maintenance.

#### **Carry Over from Previous Walk Throughs:**

23. The drainage areas on the north and west sides of the lower park pavilion, including the area on the west side of the sidewalk.

Drainage assessment in progress from by Maas Verde Landscape.

24. Some tree pruning needed near the butterfly garden. Some trees are contacting plants in the garden.

Will be maintained as needed.





### January 16, 2024 Park Walk Through

Melissa Morrow & Mary Elizabeth Cofer

#### New Items Identified:

- 1. We should host a community garden clean-up before Spring plantings?
  - No action by staff at this time.
- Remove tree debris from the garden bed on Rollingwood Drive Completed and will be maintained as needed.
- 3. Upper playground mulch is low.
  - This has been completed.
- 4. Straighten stones along the granite trail just west of the upper playground. **This has been completed.**
- 5. Bury wire between trail and restrooms just north of the upper playground. **This has been completed.**

#### **Carry Over from Previous Walk Throughs:**

- 1. Hose reel at butterfly garden needs to be anchored to the tree or the ground. If not feasible, it should be replaced with a better solution.
  - This has been completed.
- 2. There is a large stand of a thorny shrubs, north side of park following the walking trail. These are slowly spreading via root suckers.
  - Completed and will maintain as needed.
- 3. A collection of debris behind the Community Garden could be cleaned out if not needed. **This has been completed.**

4. Another bench, The Johnson Family Bench, needs a bolt and a washer to be added. The bolt has dug into the plastic.

This has been completed.

5. Mulch is mounded around a large tree between city hall and the Pavilion. Is this good for the tree? It is my understanding that excessive buildup can harm a tree.

This has been completed.

November 14, 2023 Park Walk Through

Victoria Johnson & Don Hudson

#### New Items Identified:

#### **UPPER PARK**

- 1. Serious erosion between field house and trail. This has been under consideration for a while, though no work has begun See 4.b.
- 2. We discussed how a water collection system could mitigate the flow to the lower park. See 4.b.
- 3. Three or four areas at the top of the cliff show a path water has been flowing during heavy rain, causing erosion.

Requires larger drainage solution, which the City Council is contemplating. No action by staff.

#### **Questions:**

- a. Does a Topographical map of the park grounds exist that clearly shows the elevations? Yes. Emailed to the Park Commission on 01/12/2024
- b. Would like update from City Council regarding item 1. erosion, and item 2. water collection system.

Council has requested proposal related to drainage near the field house. Staff will update the Park Commission once further action has been taken.

c. Would like update from City Council regarding a full drainage study, and the hiring of a civil engineer.

Council has requested proposal for full drainage study. Staff will update the Park Commission once further action has been taken.

4. We observed several areas that could be used for memorial tree planting. Perhaps an area with a rock border that could accommodate four trees with a small concrete feature where minimal memorial plaques could be attached.



No action by staff at this time.

5. We also observed that the area bordering the parking lot and the trail at field 2 could become a row of trees, replacing the large boulders that are currently. Such trees could be use as memorials.

No action by staff at this time.

- Some rock borders, similar to the border that outlines the walking trails could be used to define
  parking spaces along the pool side of the parking on the drive to the back of the park.
   No action by staff at this time.
- 7. We wondered who maintains the decomposed gravel corner area between the pool and the park at Rollingwood Drive.

WHAC.

8. One of the memorial benches near the field house needs a bolt to be replaced. Don Hudson will take care of this.

No action by staff at this time.

9. We considered how pavers could be used on both sides of the memorial benches already in the park. Perhaps creating a bed of black gravel surrounding the benches with as many as 8 pavers on each side.

No action by staff at this time.

#### LOWER PARK

10. A peculiar structure exists along the trail east of the Community Garden, consisting of a plastic box on a metal frame, with some ventilation at the top. The thing is about 10' tall by about 2' x 2'. What is it? This is a Chimney Swift Habitat constructed as an Eagle Scout Project.

Public Works investigated and noticed that there are 3-4 nests in the habitat and did not disturb the nests.

11. Mulch is mounded around a large tree between city hall and the Pavilion. Is this good for the tree? It is my understanding that excessive buildup can harm a tree. In progress.

Public Works will take back the mulch and allow the tree to breathe.

# AGENDA ITEM SUMMARY SHEET City of Rollingwood

Meeting Date: November 18, 2025

#### **Submitted By:**

Steve Franke, Western Hills Girls Softball

#### **Agenda Item:**

Discussion and possible action on a recommendation to City Council regarding a request from Western Hills Girls Softball for Field 2 improvements at Rollingwood Park exceeding \$1,000

#### **Description:**

Steve Franke of Western Hills Girl's Softball is requesting approval for infield work on Field 2 at Rollingwood Park. Per the lease agreement with the Western Hill's Little League, any improvements that exceed \$1,000 will need approval from City Council.

#### **Action Requested:**

To consider making a recommendation to City Council regarding the request for field improvements exceeding \$1,000.

#### **Fiscal Impacts:**

No fiscal impacts to the City. Western Hills Girl's Softball will be funding the improvements.

#### **Attachments:**

WHGS-Hatley 2 Infield Dirt Work Proposal



### **Proposal**

Landscape Resources, Inc. PO BOX 92198 Austin, Texas 78709 512-394-1120 Office

Project	Western Hills Girls Softball			Phone	512.789.3354
Desc.	Hatley 2	Infield Dirt Work		Fax	
Contact	Steve Franke		•	email	steve@reynoldsfranke@com
Address	4821 Rollingwood Drive #4815		•	mobile	
City, zip	Austin, Texas 78746		•	_	
Date	9/8/25		•		
•	Submitted by:	Aaron Shehan		Client PO #:	
	Mobile #:	737.354.9	9997	_	
	email :	aaron@landscape	resources.us	LRI WO#:	·

#### **Work Description**





#### **Hatley 2 Field Work**

- Import approximately a ½" of 'Infield' dirt and distribute in the infield to level out low areas. -Re-distribute existing soil as necessary to level field area. Rake smooth.
- Adjacent to bases dirt is too loose, utilize a plate compactor to re-level, redistribute, and hold dirt in place
- Haul off any debris and dispose of off-site.

Total		\$4,925.00
Sales tax	Exempt	ψ :,σ=σ:σσ
Sub-total		\$4.925.00

Stephentrunke

Landscape Resources, Inc. Date signed\_\_\_\_\_

Authorized Signature
Date signed\_9/18/25\_\_\_

# AGENDA ITEM SUMMARY SHEET City of Rollingwood

Meeting Date: November 18, 2025

#### **Submitted By:**

Steve Franke, Western Hills Girls Softball

#### **Agenda Item:**

Discussion and possible action on a recommendation to City Council to amend the lease agreement with Western Hills Little League to modify the required approval amount for improvements

#### **Description:**

Steve Franke of Western Hills Girls Softball has expressed interest in amending the lease agreement to increase the threshold amount requiring City Council approval for improvements due to the rising cost of goods and services.

#### **Action Requested:**

To consider making a recommendation to City Council regarding the request to modify the required approval amount for improvements in the lease agreement.

#### **Fiscal Impacts:**

No fiscal impacts.

#### **Attachments:**

- Rollingwood Park Field Lease Agreement
- Steve Franke Email Redacted

# ROLLINGWOOD MUNICIPAL PARK ATHLETIC FIELDS OPERATION, MAINTENANCE AND GROUND LEASE AGREEMENT

THIS OPERATION, MAINTENANCE AND GROUND LEASE AGREEMENT ("Agreement"), effective <a href="#">9/1/22</a> (the "Effective Date") is made and entered into by and between THE CITY OF ROLLINGWOOD, TEXAS, a general law city located in Travis County, Texas (the "City"), WESTERN HILLS LITTLE LEAGUE, INC. (the "Little League Corporation") and the WESTERN HILLS GIRLS SOFTBALL PROGRAM, INC. (the "Softball Corporation")(Little League Corporation and Softball Corporation collectively referred to as ("Lessees").

## ARTICLE 1 RECITALS

- 1.1 The City is the owner of an 8.934 acre municipal park, locally known as "Hatley Park" (the "Park"), which is located within the incorporated city limits of the City, and which is available for the recreational benefit and use of residents and property owners in the City and the general public. There are, at the present time, athletic fields located within the boundaries of the Park (the "Athletic Fields").
- 1.2 The Little League Corporation and the Softball Corporation operate respective youth sports league which benefit the citizens of Rollingwood.
- 1.3 The City and Lessees desire to enter an agreement pursuant to which the Lessees may utilize the Athletic Fields during specified periods of time and shall maintain certain portions of the Athletic fields.

# ARTICLE2 DEMISE OF LEASE PREMISES

The City, for and in consideration of the covenants and obligations described in this Agreement which are to be kept, performed and observed by the Lessees, does hereby lease and demise to the Lessees, and the Lessees do hereby rent and accept from the City, the Athletic Fields, as more particularly described on <u>Exhibit "A"</u>, attached hereto and incorporated herein by reference, together with all improvements now located or hereafter constructed on the Athletic Fields (collectively, the "Leased Premises") for the time period and uses as provided for in Section 4.1 of this Agreement.

### ARTICLE 3 TERM

3.1 Primary Term. This Agreement shall be for a period of ten (10) years (the

"Primary Term"), commencing on the Effective Date and ending 4/31, 2030; subject to earlier termination upon the conditions set forth in this Agreement.

3.2 <u>Renewal Option.</u> Lessees shall have the option to renew this Agreement ("Renewal Option") for an additional five (5) year term ("Renewal Term"). Lessees shall provide written notice to City of its intention to exercise the Renewal Option at least 120 days prior the termination of the Primary Term.

# ARTICLE 4 USE OF PREMISES

- 4.1 <u>Permitted Uses.</u> The Lessees shall have the first right of use of the Leased Premises for organized youth athletics and activities to support youth athletics for the dates and times provided for in the attached Exhibit B. The Lessees shall comply with all rules and regulations imposed by any governmental entity related to their use of the Athletic Fields, including any rules, regulations or ordinances established from time to time by the City. The City is authorized to use or otherwise allow the use of the Leased Premises at any time not identified in the Exhibit B.
- 4.2 <u>Waste. Nuisance or Illegal Uses.</u> The Lessees shall not use, or permit the use, of the Leased Premises in any manner inconsistent with this Agreement, which results in waste of the Leased Premises, or which constitutes a nuisance, or any unlawful use or purpose.

# ARTICLE 5 CONSIDERATION: OBLIGATIONS OF LESSEES

- 5.1 <u>Joint and Several Liability.</u> Lessees shall be jointly and severally liable to the City for all consideration and obligations of Lessees under this Agreement.
- 5.2 <u>Consideration</u>. As consideration for the right of use the Leased Premises Lessees shall make those improvements as provided for in Section 8.1 of this agreement and pay to the City the amount of thirty-three thousand dollars and zero cents (\$33,000.00) annually as a non-refundable fee. Said fee to be paid upon the Effective Date of this Agreement and annually upon the anniversary date of the Effective Date. The annual consideration shall increase by two percent (2%) each year the Agreement is in effect.
- 5.3 <u>Parking</u>. The Lessees shall have first right of use of the parking abutting the leased premises during games or practices during the times set forth on Exhibit B subject to a set aside of five (5) parking spaces for City use, the location of said spaces to be at the sole discretion of the City.

- 5.4 <u>Insurance.</u> Little League Corporation and Softball Corporation, individually, shall acquire the minimum insurance coverages as mandated by the City of Rollingwood, which shall include: (1) general liability insurance with limits of coverage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, to include coverage for sexual abuse with the same minimum limits of coverage; (2) sports excess accident insurance with a limit of coverage of not less than \$100,000 per incident; (3) directors' and officers' insurance coverage with a limit of not less than \$1,000,000 per occurrence; and (4) crime coverage with a limit of not less than \$35,000 per occurrence. These coverages will cover the Leased Premises and use thereof, and the City shall be included as an additional insured in each such policy of insurance.
- 5.5 <u>Litter Control.</u> Lessees shall be responsible for removal of trash daily from dugouts, in and around concession stands, playing fields the facilities/buildings, parking areas, and common areas for trash, debris, and litter associated with their use. The City may require reimbursement for costs associated with Lessees failure to comply with this Section.
- 5.6 Lessee shall perform background checks for all prospective coaches and others to be authorized by Lessee to supervise any youth activities conducted by Lessee on the Leased Premises. The attached Exhibit C provides for the minimum investigations to be undertaken by Lessee in performing such background checks.

## ARTICLE 6 TAXES

It is acknowledged that, at the time this Agreement is executed, it is contemplated that the Leased Premises, as municipal property, shall be exempt from all real property taxes and assessments. The parties agree to cooperate as necessary to maintain the tax-exempt status of the Leased Premises. However, in the event that, as a result of the Lessees' use of the Leased Premises, the Leased Premises become subject to any real property taxes and assessments, the Lessees covenants and agrees to pay all such taxes and assessments to the appropriate assessing authority as and when due. If the Lessees fails to pay any taxes and assessments as required, the Lessees shall be in material default under this Agreement. The Lessees shall pay all taxes and assessments which may be imposed on any personal property of the Lessees which may be located on the Leased Premises.

# ARTICLE 7 <u>UTILITIES</u>

The City shall pay all utility charges for water, electricity and other utility services for the Leased Premises.

#### **ATHLETIC FIELD IMPROVEMENTS**

#### 8.1 Athletic Field Improvements.

- a. Lessees agrees to expend a minimum of thirty thousand dollars (\$30,000.00) to maintain and/or improve the current structures on the Leased Premises within twelve (12) months of the effective date of this Agreement. A schedule of the improvements, their costs and a timeline for their completion shall be provided to the City within 30 days of the Effective Date of this Agreement. Major changes or modifications which Lessees desire to make to the Leased Premises must be approved, in advance, by the City Council of the City and must comply with the City of Rollingwood Code of Ordinances. For purposes of this subsection, the term "major" shall refer to any and all additions to, or repair or replacement of, any existing structure and/or landscaping or other such modifications which (i) require a building permit, or (ii) exceed a total project cost or value of \$1,000.00. The Lessees shall submit plans to the City detailing the proposed changes, shall provide a statement of the purpose for any such changes or modifications and obtain the written approval of the City Council prior to making such changes and/or modifications, which approval shall not be unreasonably withheld, conditioned or delayed.
- b. All minor changes and/or modifications which the Lessees desire to make to the Leased Premises must be approved in advance by the City Administrator, such approval not to be unreasonably withheld. For purposes of this subsection, the term "minor" shall refer to any and all additions to, or repair or replacement of, any existing structure and/or landscaping or other such modifications which (i) do not require a building permit or (ii) do not exceed a total project cost or value of \$1,000.00. It shall not be necessary for the Lessees to submit detailed plans regarding such changes unless such plans are requested in writing by the City Administrator.
- c. The Lessees shall obtain all required written approvals prior to initiating any changes and/or modifications.
- 8.2 City's Ownership of Improvements. It is expressly understood and agreed that all improvements, now on or hereafter placed by the Lessees on the Leased Premises and any and all fixtures of whatsoever nature at any time constructed, placed or maintained on any part of the Leased Premises by the Lessees shall become the property of the City and shall remain upon the Leased Premises at the termination of this Agreement.

# ARTICLE 9 REPAIRS. RESTORATION AND MAINTENANCE

#### 9.1 Lessees' Duty to Maintain and to Repair

a. The Lessees accept the Leased Premises "as is". The Lessees shall, at their

sole cost and expense, keep and maintain the dirt, fencing, bleachers, backstops, batting cages and bases. At the termination of this Agreement, the Lessees shall deliver the Leased Premises, together with any improvements, to the City in a clean and sanitary condition, and in a good state of repair. It is acknowledged and agreed that all improvements to the Leased Premises undertaken by or on behalf of the Lessees are for the benefit of the Lessees and the Lessees does not act as agent of the City in connection with such work. Any claim of lien may attach only to the interest of the Lessees in the Leased Premises and not to the free title of the City.

- b. All major repairs which the Lessees to the structure of the Leased Premises must be approved in writing, in advance, by the City Council of the City. For purposes of this subsection, the term "major" shall refer to all repairs which exceed a total project cost or value of one thousand dollars and zero cents (\$1,000.00). The Lessees shall submit plans detailing the proposed repairs to the City prior to making such repairs.
- c. All minor repairs which the Lessees make to the Leased Premises must be approved in writing, in advance, by the City Administrator. For purposes of this subsection, the term "minor" shall refer to all repairs which do not exceed a total project cost or value of one thousand dollars and zero cents (\$1,000.00). It shall not be necessary to submit detailed plans regarding such repairs unless such plans are requested by the City Administrator.
  - d. Lessees shall coordinate all repairs with the City Administrator.
  - 9.2 City's Duty to Maintain and to Repair
    - a. The City shall be responsible for the mowing, irrigation, maintenance and repairs to the field house.
- 9.3 City's Option to Repair. If the Lessees do not make any repairs required hereunder, or necessary to comply with any laws, ordinances, rules or regulations of any public authority or of the Board of Fire Underwriters or of any similar body, or that the City may deem necessary to prevent waste or deterioration of the Leased Premises, or necessary tomake the Leased Premise safe or secure, the City may deliver written notice to the Lessees setting forth the repairs which the City requires. If the Lessees does not make such repairs within ten (10) days of the delivery of such notice, unless the time for effecting such repairs is extended in writing by the City Administrator, the City or its representatives may go upon the Leased Premises and make any necessary repairs to the Leased Premises and perform and work therein which may be necessary. Further, the City or its representatives shall have the right to go on the Leased Premises and effect any repair which may be necessary in the event of an emergency or to correct a dangerous condition existing on the Leased Premises without notice to the Lessees. If the City makes repairs under this paragraph, the Lessees shall reimburse the City for the cost of making such repairs upon demand. Nothing herein contained shall imply any

duty on the part of the City to do any work which, under any provision of this Agreement, the Lessees may be required to do and shall not constitute a waiver of the Lessees' default in failing to do such work. No exercise by the City of any rights reserved in this paragraph shall entitle the Lessees to any damage for any injury or inconvenience occasioned as a result of such work.

#### 9.3 Mechanic's Liens

- a. The Lessees shall not permit any mechanics' liens or other liens to be filed against the Leased Premises nor against the Lessees' leasehold interest in the land or any improvements on the Leased Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to the Lessees or to anyone holding the Leased Premises or any part thereof through or under the Lessees.
- b. If any such mechanics' liens or materialmen's liens are recorded against the Leased Premises or any improvements thereon, the Lessees shall cause the same to be removed or, in the alternative, if the Lessees in good faith desires to contest the lien in question, the Lessees may do so, but in such case the Lessees shall be required to post adequate security acceptable to the City and shall indemnify and save the City harmless from all liability for damages occasioned by such lien and shall, in the event of a judgment of foreclosure on said mechanics lien, cause the same to be discharged and removed prior to the execution of such judgment.

# ARTICLE 10 CONDEMNATION

If the Leased Premises or any part thereof shall be taken for public or quasi-public purposes by condemnation as a result of any such action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, this Agreement shall immediately terminate and any award or consideration for such transfer shall be and remain the sole property of the City.

# ARTICLE 11 CASUALTY DESTRUCTION/INDEMNIFICATION

11.1 <u>Destruction.</u> If the Leased Premises are damaged by fire or other insured casualty loss which is not caused by the negligence, misuse or fault of the Lessees or the Lessees' agents, guests or invitees, the Lessees shall give immediate notice to the City and the City shall cause the damage to be repaired with reasonable promptness; however, the time period for repair shall not begin until insurance proceeds are received by the City. If the casualty loss renders the Leased Premises totally unusable by the Lessees, will require the expenditure of funds of the City other than insurance proceeds, or will require greater than (2)

two months to repair, either the City or the Lessees may terminate this Agreement by giving written notice to the other party at any time prior to completion of repairs, or the parties may elect to continue this Agreement in effect.

11.2 INDEMNIFICATION OF THE CITY. THE CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE LEASED PREMISES, OR ANY PART THEREOF, OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON, OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN, OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF THE LESSEES, OR ANY OF ITS AGENTS, EMPLOYEES, VOLUNTEERS, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF THE LESSEES TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND THE LESSEES HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST THE CITY FOR ANY SUCH LOSS, DAMAGES OR INJURY OF THE LESSEES AND HEREBY AGREES TO INDEMNIFY AND HOLD THE CITY ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE OR INJURY OF OTHER PERSONS AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM.

### ARTICLE 12 ASSIGNMENT AND SUBLEASE

12.1 <u>Assignment.</u> The Lessees may not assign this Agreement or enter into a sublease of this Agreement for non-softball or baseball related activities without the prior, written approval of the City Administrator, which may be withheld. The Lessees may assign this Agreement or enter into a sublease of this Agreement for softball or baseball related activities with the prior, written approval of the City Administrator, which approval may not be unreasonably withheld. Any transfer, assignment or sale of this Agreement by the Lessees without the City's prior, written consent shall be void and of no force or effect.

# ARTICLE 13 DEFAULT AND REMEDIES

#### 13.1 <u>Termination on Default.</u>

a. If either party alleges that the other party has failed to abide by the terms of this Lease Agreement, the City or Lessees shall notify the other party in writing which outlines the

specific complaints. The party shall have thirty (30) days to correct the complaints. If the complaints continue, the City staff will present a recommendation to City Council to terminate this Lease Agreement. City Council shall have the authority to make the final decision on termination.

If the City exercises its remedy to terminate this Agreement, the City may then or at any time thereafter re-enter the Leased Premises and take complete and peaceful possession of the Leased Premises with or without process of law, and may remove all persons therefrom and, in such event, the Lessees covenants to peaceably and quietly yield and surrender the Leased Premises to the City. In the event of such a termination, neither party shall be under any further obligation to the other, except that the Lessees shall remain liable for the breach of any term, covenant or condition of this Agreement occurring prior to the date of termination.

b. Each and all of the remedies given to the City in this Agreement or by law are cumulative, and the exercise of one right or remedy by the City shall not impair the City's right to exercise any other right or remedy, and the Lessees hereby waives all claims or demands for damages that may be caused by the City in re-entering and taking possession of the Leased Premises as provided in this Agreement, and all claims or demands for damages that may result from the destruction of or injury to said Leased Premises and all claims or demands for damages or loss of property belonging to the Lessees, or to any other person, firm or Lessees in or upon the Leased Premises at the time of such re-entry.

# ARTICLE 14 GENERAL PROTECTIVE PROVISIONS

- 14.1 <u>Right of Entry and Inspection.</u> The Lessees shall permit the City or City's agents, representatives or employees to enter on the Leased Premises for the purpose of inspection or of maintaining, repairing, improving or altering the Leased Premises.
- 14.2 <u>No Partnership.</u> The relationship between the City and the Lessees always shall remain solely that of landlord and tenant and shall not be deemed a partnership or joint venture.
- 14.3 <u>No Waiver</u>. No waiver by the City of any default or breach of any covenant, condition or stipulation contained in this Agreement shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation hereof.
- 14.4 <u>Bankruptcy</u>. Notwithstanding any provision herein to the contrary, if this Agreement is assigned to any person or entity pursuant to the provision of the Bankruptcy Code, 11 U.S.C. 101, <u>et. seq</u>. (the "Bankruptcy Code"), (a) any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to the City, shall be and remain the exclusive property of the City and shall not constitute property of the Lessees or of the estate of the Lessees within the meaning of the

Bankruptcy Code; and (b) such person or entity shall be deemed without further act or deed to have assumed all of the obligations arising under this Agreement on and after the date of such assignment.

- 14.5 <u>Use Clause</u>. The Lessees agrees not to use the Leased Premises or any building situated upon the Leased Premises, or any part thereof, for any use or purpose in violation of any valid and applicable law, regulation or ordinance of the United States, the State of Texas, the County of Travis, the City or any other lawful authority having jurisdiction over the Leased Premises.
- 14.1 Joint and Several Liability. All parties signing this Lease as a Lessee shall be jointly and severally liable for all obligations of Lessees.

## ARTICLE 15 MISCELLANEOUS

- 15.1 <u>Parties Bound.</u> This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- 15.2 <u>Notices.</u> All notices, demands or requests from one party to another party may be personally delivered or sent by certified mail, postage prepaid, to the addresses stated in this section and shall be deemed to have been given at the time of personal delivery or three (3) days after mailing.

To the City:

City of Rollingwood 403 Nixon Drive

Austin, Texas 78746 Attn: Mayor

With copy to:

Charles E. Zech

2500 W. William Cannon, Unit 609

Austin, Texas 78748

To the Little League Corporation:

Western Hills Little League, Inc.

PO Box 163132 Austin, Texas 78716

With copy to:

Chad Smith

515 Congress, Suite 2100

Austin, Texas 78701

To the Softball Corporation:

Western Hills Girls Softball Program, Inc.

5410 Bee Caves Road

West Lake Hills, Texas, 78746 Attention: Steve Franke

Either party shall have the right to change its address(es) for notice under this Agreement by delivery of written notice in accordance with Section 15.2

- 15.3 <u>Texas Law to Apply.</u> This Agreement shall be constructed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis County, Texas.
- 15.4 <u>Legal Construction</u>. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 15.5 <u>Prior Agreements Superseded.</u> This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
- 15.6 <u>Amendment.</u> No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- 15.7 <u>Rights and Remedies Cumulative.</u> The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- 15.8 <u>Attorney's Fees.</u> If the City or the Lessees breach any of the terms of this Agreement whereby one party employs attorneys to protect or enforce its rights hereunder and prevails, then the prevailing party shall be reimbursed by the other party for all reasonable attorney's fees incurred in the process.
- 15.9 <u>Time of Essence</u>. Time is of the essence in the performing of all obligations under this lease.
- 15.10 <u>Headings</u>. The headings in each of the paragraphs of this Agreement are for convenience only and are not to be construed as part of the sections of this Agreement for any reason whatsoever.
- 15.11 <u>Severability</u>. Invalidation of any or more of the covenants, restrictions, conditions or provisions contained in this Agreement, or any part hereof, shall in no matter affect any of the other covenants, restrictions, conditions or provisions hereof, which shall remain in

full force and effect.

15.12 Restrictive Covenants Controlling. Nothing contained in this Agreement shall be deemed or construed to modify, revise, amend or in any way alter the restrictive covenants contained in that one certain Warranty Deed, dated May 28, 1993, from The Optimist Club of Western Hills, Austin, Texas a/k/a Optimist Club of Western Hill, Inc., a Texas Lessees, Grantor, to the City of Rollingwood, Texas, a municipal Lessees situated in Travis County, Texas, Grantee, recorded in Volume 11946, Page 1984, Real Property Records of Travis County, Texas, as the same may hereafter be amended from time to time. In the event of any conflict between the provisions of this Agreement and the terms of such restrictive covenants, the provisions of the restrictive covenants shall control and the conflicting provision of this Agreement shall be deemed invalid and shall be severed from this Agreement in accordance with Section 15.11 hereof.

[SIGNATURE PAGE FOLLOWS]

EXECUTED,	on this	the	18	day	of	August ,	2020.

City:

Lessee: Western Hills Little League, Inc.:

By: Michael R. Dyson (Aug 18, 2020 14:40 PDT)

Name: Michael R. Dyson

Title: Mayor

ву:\_\_\_\_\_

Title: Board Member

Lessee: Western Hills Girls Softball Program, Inc.:

Name:

Title:

Board President

### Exhibit A



#### Exhibit B

Dates and Times of Permitted Use by Lessee (Main Seasons):

From February 1 - June 30 and August 1 - November 30

Monday-Friday 4:00 p.m. to 9:00 p.m.

Saturday 7:00 a.m. to 7:00 p.m.

Sunday 8:00 a.m. to 7:00 p.m.

Dates and Times of Permitted Use by Lessee (For All Star Seasons/As needed):

From July 1-July 31

Monday-Friday 4:00 p.m. to 9:00 p.m.

Saturday 9:00 a.m. to 7:00 p.m.

Sunday 4:00 p.m. to 9:00 p.m.

Dates and Times outside of those listed are subject to approval by the City Administrator on a case by case basis.

#### Exhibit C

#### **Background Check Policy**

- As a condition of service to the league, all coaches, Board of Directors members and any
  other persons, who provide regular service to the league and/or have repetitive access to, or
  contact with players or teams, must complete an annual background check.
- 2. A nationwide check that includes applicable sex offender registry and criminal data is required.
- 3. Any conviction, guilty plea, no contest plea, or admission of a crime against, or involving a minor may not work, or volunteer, in the Western Hills Little League (WHLL) or Western Hills Girls Softball (WHGS) Programs in any capacity.
- 4. This list of offenses is not intended to be all-inclusive and in no way sets limits on the offenses that are deemed grounds for disqualifying an individual from affiliation with the WHLL or WHGS Programs. Decisions on all other crimes or offenses not otherwise described above will be made at the sole discretion of the Background Screening Committee.

## RollingwoodPark Athletic Lease

Final Audit Report

2020-08-18

Created:

2020-07-27

By:

Ashley Wayman (awayman@rollingwoodtx.gov)

Status:

Signed

Transaction ID:

CBJCHBCAABAAozD3mNlye4sxKa7AwC0nWBEiAhdsmhsB

### "RollingwoodPark Athletic Lease" History

- Document created by Ashley Wayman (awayman@rollingwoodtx.gov) 2020-07-27 9:47:48 PM GMT- IP address: 23.168.160.66
- Document emailed to Michael R. Dyson (mdyson@rollingwoodtx.gov) for signature 2020-07-27 9:48:56 PM GMT
- Email viewed by Michael R. Dyson (mdyson@rollingwoodtx.gov) 2020-07-27 10:42:02 PM GMT- IP address: 216.250.42.235
- Email viewed by Michael R. Dyson (mdyson@rollingwoodtx.gov) 2020-08-18 9:38:03 PM GMT- IP address: 107.77.205.162
- Document e-signed by Michael R. Dyson (mdyson@rollingwoodtx.gov)

  Signature Date: 2020-08-18 9:40:26 PM GMT Time Source: server- IP address: 107.77.205.162
- Signed document emailed to Ashley Wayman (awayman@rollingwoodtx.gov) and Michael R. Dyson (mdyson@rollingwoodtx.gov)
  2020-08-18 9:40:26 PM GMT



#### RE: WHGS/Hatley Field Items

From Steve Franke

Date Wed 11/12/2025 10:08 AM

To Alun Thomas <athomas@rollingwoodtx.gov>; Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Alun, here's a written request to also discuss certain terms of our lease with City Council:

In regards to the WHLL/WHGS Hatley Field lease with City of Rollingwood, WHLL/WHGS would like to receive guidance from the City Council on how the lease reads and/or possible amendment of Articles 8 and 9 in reference to the repairs and maintenance projects especially as they relate to the fields (dirt, bases) and fencing, bleachers, backstops, and batting cages. The current lease states that all major projects must be approved in writing by the City Council with the definition of "major" being all repairs which exceed a total project cost of \$1,000. Per my research, this has been the language since at least 2004. However, in this day and age of contractor pricing, this is a very low threshold and would require an increased burden to make normal repairs and maintenance to the fields. We would like to propose a new threshold somewhere in the range of \$5,000-7,500. Anything lower than that would still fall in the requirement of presenting and receiving approval from the City Administrator.

Thanks, Stephen "Steve" Franke, Jr., CPA Reynolds & Franke, PC 6836 Austin Center Blvd., Suite 190 Austin, TX 78731 (512) 206-3141 (Phone) (512) 206-3116 (Fax) www.reynoldsfranke.com

From: Alun Thomas <athomas@rollingwoodtx.gov>

Sent: Tuesday, November 11, 2025 11:24 AM

To: Steve Franke Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Subject: Re: WHGS/Hatley Field Items

Good morning, Steve,

This item is currently on the draft agendas for the Park Commission on November 18 (at noon) and the Council on November 19 (at 7:00 p.m.). Just checking that this still works for you before we finalize the agendas tomorrow.

Thank you, Alun

#### **Alun Thomas**

#### City Administrator

#### 11/10 Letter to Council, Parks Commission, and RCDC

From Ronald Hasso

Date Wed 11/12/2025 8:00 AM

To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Please forward the below email to the City Council, the Parks Commission, and the Development Corporation.

The city must solicit more community feedback regarding the spending plans for Hatley Field. The park is a vital community asset and such a big decision cannot be rushed into.

Having a dog park and ball field share the same space is a public health hazard and cannot continue. Kids playing and practicing sports in dog feces and urine is an embarrassment to our city.

There is room for a dedicated dog park and a dedicated ball field if things are reconfigured. The city cannot spend a huge sum of money on new irrigation, parking reconfiguration, and planting, until the dog park health hazard has been rectified.

Sincerely,

Ronald Hasso



#### Hatley Field Improvements

From Kevin Mason

Date Tue 11/11/2025 5:41 PM

To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

To: City Council, Parks Department, and RCDC

I live in Rollingwood and wanted to share some feedback regarding the proposal to spend improvement monies on Hatley Field. I'm excited about the potential improvements and think the community will benefit greatly from them, but also think it's <u>very important to use this as an opportunity to try to solve the troublesome dog park / ball field issue</u> that has been creating neighborhood friction for some time now.

I know there is still work to be done to vet options, but I would be heavily in favor of an improvement plan that either:

- 1) establish separate dog park and ball field areas at Hatley Park, or
- 2) designated Hatley Park as a ball field area and created a new standalone dog park somewhere nearby

There are a lot of reasons why it doesn't make sense to have overlapping dog park and ball fields - I won't go into those here as they've been shared with the council and neighborhood many times and I agree with those concerns.

Hopefully, prior to spending these monies, the town can develop a solution or two for the neighborhood to consider so that this can be rectified once and for all.

Thanks, Kevin Mason



#### **Hatley Park improvements**

From Tony Broglio

Date Thu 11/13/2025 6:50 AM

To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Hi Makayla,

I'm writing to request that Council, Parks and RCDC go through a process to solicit more community feedback before proceeding with any major improvement plans at Hatley Park. There's quite a diverse and passionate set of opinions about a dedicated dog park vs. the comingled use that goes on today. It seems like plans are taking shape in a direction that would be hard to reverse, and I'm not aware of any process that has taken place to get community input on how best to use the substantial funds they are planning to deploy.

Thanks, Tony



#### Support for off-leash dog area NOT shared with youth sports

From mike@rhodesatx.com

Date Wed 11/12/2025 4:22 PM

To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Hi Makayla,

I am writing to share my support for separated facilities for off-leash dog use and youth sports. These uses are not compatible, and I experienced the disgusting nature of the current shared use when my son was playing baseball years ago on this field. I specifically do not take my dog to the fields today, even though I have no children that use this field as I don't want to contribute to the problem. At a minimum, this item should be posted for public discussion to let the community as a whole discuss this issue. It seems like an easy and inexpensive problem to solve and is in everyone's interest to do so.

Further, I believe that any off-leash dog area should be reserved for the exclusive use of Rollingwood residents. Back when I used to visit the dog park, I met many folks who drive to Rollingwood to let their dogs use the area only exacerbating the problem and using parking spaces.

Please pass this note along to council and any other relevant bodies considering the issue.

Thanks,

Mike Rhodes



PARKS: Please forward this email to city council, the parks commission, and the development corporation

From Justin Valashinas

Date Wed 11/12/2025 4:54 PM

To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

To whom it may concern,

We're new to the area and love the community parks. With young kids, it was one of the big reasons we chose Rollingwood. As we've started meeting people in the neighborhood, we've heard a lot of concern about the current setup at Hatley Field, especially the overlap between the dog area and the ball fields.

In our previous city, kids' sports spaces and dog parks were always separate, and pets weren't allowed on public grass fields at all. It created a clean, safe environment for families. Right now, having both share the same space seems like a major health issue, and it seems important to address that before moving forward with major expenses for irrigation, parking, or landscaping.

Given the open areas surrounding the existing ball fields, it feels like there should be a practical solution that creates a proper dog park while preserving a safe, dedicated space for kids' sports. From what I understand, that's also how the fields were originally intended to be used based on the donated land. I ask that this topic is properly discussed and brought up before moving forward with any new work associated with the park.

Thanks for your time,

Justin Valashinas



#### Improvements at Hatley Field

From Jeff Marx

Date Thu 11/13/2025 12:38 PM

To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Alun Thomas <athomas@rollingwoodtx.gov>

Makayla,

Please forward to Council, Parks and RCDC.

Dear Council, Parks & RCDC,

As we prepare to discuss the proposals for Hatley Field at the Parks meeting, I wanted to share my position and recommendations, informed by extensive conversations with community members. My primary stance is that the Parks Commission should seek broader public input before advancing any spending proposals.

To further ensure we capture the full range of community perspectives across all generations, I encourage the Parks Commission to conduct a comprehensive survey on Hatley Field's future development before approving any new spending. This would provide quantitative data to complement the qualitative feedback that has already been gathered.

Key insights from my outreach include:

- 1. Underutilization and Desire for Versatility: Many residents I've spoken with feel they don't use Hatley Field as often as they'd like and are eager for more mult
- 2. Strong Support for a Dog Park: There is overwhelming enthusiasm for having a dog park at Hatley Field among dog owners, as it fosters community building a
- 3. Concerns from Little League Families: Parents involved in Little League strongly oppose sharing ball fields with a dog park, citing safety and maintenance issues.
- 4. Size and Placement of the Dog Park: Dog owners are divided on the need for such a large space, and many dog park users that I spoke with advocate for a sr 5. Public Interest in a Registration Process: Numerous community members have expressed interest in implementing a registration process for dog park usage,
- e. Paris interest in a region and reference to any painting in an action in in process for adappaint and

With these points in mind, I propose the following fiscally conservative approach, emphasizing private donations and partnerships to minimize public expenditure. Further community input can help improve these recommendations.

- 1. Prioritize Private Funding: Leverage offers like the one from Western Hills Little League to build new ballfields. This should be discussed in an upcoming Parks
- 2. Dedicated Dog Park: Establish a fenced dog park on the back parking lot, extending into portions of fields 3, 4, and 5 if needed. Ensure sufficient space remain:
- 3. Enhance Multipurpose Use: Remove the fencing around fields 3, 4, and 5 to allow for flexible, community-driven activities when Little League does not have ga
- 4. Field house improvements: Solicit community input regarding how to best modernize the field house.
- 5. Irrigation and Field Improvements: Consider upgrading irrigation and sod to maintain quality and usability. I don't think it is fiscally responsible to put dogs bac
- 6. Parking Enhancements: Improve the front and side parking areas for better accessibility.

This balanced plan aims to address diverse community needs while being mindful of costs. I believe incorporating more voices through public forums will lead to even stronger outcomes.

Best regards,

Jeff Marx



#### Hatley Fields and Dog Park Usage

From Emily Graham Nolan

Date Thu 11/13/2025 9:16 AM

To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>; Justin Nolan

Dear City Council, Parks Department and RCDC,

I am writing as a resident of Rollingwood and a parent of a Western Hill t ball player with serious concerns about the dual usage of the Hatley Fields for baseball and as an off leash dog park. Allowing children to play organized sports on a field where dogs routinely defecate is unhealthy, unnecessary, and unacceptable for any child.

Even when responsible owners pick up visible waste, dog feces leave behind microscopic pathogens and parasite eggs that contaminate soil, grass, and dust for months or years. Documented health risks include:

- Toxocara canis (roundworm) eggs persist in soil and are a leading cause of visceral and ocular larva migrans in children, sometimes resulting in permanent blindness or organ damage. The CDC identifies dog parks and multi use fields as high risk locations for this preventable parasitic infection.
- Giardia, Cryptosporidium, and Salmonella these resilient organisms are commonly found in dog feces and cause severe diarrhea, dehydration, and (in the case of Cryptosporidium) prolonged illness that can require hospitalization in young children.
- Pathogenic **E. coli** and **Campylobacter** both frequently detected in soil samples from parks where dogs are allowed to defecate.
- Hookworms larvae in contaminated soil can penetrate a child's skin during normal play (sliding into bases, diving for balls, or simply sitting on the ground).

Multiple peer-reviewed studies of shared-use parks have found parasite eggs and fecal bacteria in the soil long after visible feces are removed. Children inevitably ingest or inhale small amounts of this contaminated dirt while playing baseball—through hand-to-mouth contact, dust kicked up during slides, or shared equipment. The American Academy of Pediatrics and the CDC both caution against allowing dogs to defecate on fields used by children, precisely because the risk cannot be eliminated by "pick-up" rules alone.

No parent should have to weigh the benefits of youth sports against the real chance of their child contracting a preventable parasitic infection or serious bacterial illness. Rollingwood's children deserve fields that are dedicated to their safe play, not shared with off leash dogs.

I respectfully urge the City Council to:

1. Immediately end the practice of allowing dogs to defecate on any field used for youth baseball or other children's organized sports.

Page 48

2. Relocate the off-leash dog park to a separate, dedicated area that does not overlap with children's athletic fields.

Rollingwood is fortunate to have residents who love both their children and their dogs. With thoughtful planning, we can provide excellent facilities for both without forcing families like mine to choose between a child's participation in team sports and protecting their health.

Thank you for your time and for your commitment to the well-being of all Rollingwood residents.

Sincerely,

**Emily Nolan** 





#### **Hatley Fields**

From Justin Nolan

Date Wed 11/12/2025 12:56 PM

To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Cc Emily Nolan

City Council, Parks Department and RCDC,

I am writing as a Rollingwood resident and parent to urge the City to create a dedicated, fenced dog park somewhere other than Hatley Park. Currently baseball fields 3,4 and 5 are used as both a dog park and for children's baseball games. It's a disgusting mix and should never have been allowed. Moving the dog park to a separate area would resolve ongoing conflicts, reduce costs, and honor the park's deed while serving **all three major user groups**:

- 1. Youth Sports (Little League & Eanes ISD associations)
- 2. **Dog Owners** seeking safe off-leash recreation
- 3. **General Community** (picnics, kite-flying, exercise classes, informal play)

#### Why a Separate Dog Park is Essential

#### 1. Eliminates Scheduling & Safety Conflicts

- Fields 3, 4, and 5 remain 100% available for organized youth sports.
- Dogs are contained in a **fenced zone**, preventing run-ins with players, coaches, or equipment.
- No more last-minute cancellations or cleanup delays before games.

#### 2. Protects Turf & Reduces Maintenance Costs

- Dog waste and digging **destroy athletic turf**—requiring reseeding, aeration, and irrigation repairs.
- A dedicated dog park **localizes wear**, sparing the City repeated field renovations.
- **Duplicate fencing costs avoided**: Installing a dog fence now *and* later moving it for parking is wasteful. Plan both together.

#### 3. Preserves Open, Multipurpose Green Space

- Unfenced fields stay **flexible** for community events, pickup games, or yoga.
- Parking edges can use boulders, trees, or planting beds as natural buffers—no extra fencing needed.

#### 4. Protects Kids From Disease Found in Dog Feces

• It's dangerous to force small kids to play in this toxic mess where they can contract Toxocariasis, Cutaneous Larva Migrans, Campylobacteriosis, or an E. coli Infections. Dog feces can harbor a

Page 50

variety of harmful pathogens, including parasites, bacteria, and viruses, which pose a significant risk to children. Kids are especially vulnerable because they often play on the ground, put their hands in their mouths, or have less developed immune systems. These zoonotic diseases (transmissible from animals to humans) spread when children ingest or come into skin contact with contaminated soil, sand, or water where feces have contaminated the environment.

• In one day I found 10+ pieces of dog feces on fields 3,4 and 5. I have attached photos below.

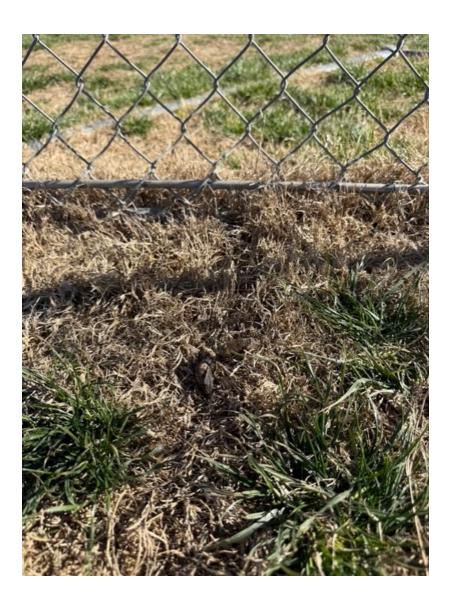
### **Fully Consistent with Hatley Park Deed**

The deed prioritizes athletic fields for Eanes ISD youth sports while explicitly allowing the "balance" of the property for other park and recreational purposes. A separately enclosed dog park in a non-athletic corner:

- Protects field integrity (no dogs on turf)
- Honors the deed's intent
- Creates a permitted recreational amenity

Thank you for your leadership in keeping Rollingwood a safe, vibrant, and fiscally responsible community that is SAFE FOR CHILDREN.

Justin Nolan





















#### **Hatley Fields**

From Alexandra Robinette

Date Thu 11/13/2025 11:46 AM

To Alun Thomas <athomas@rollingwoodtx.gov>; Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Thank you for distributing, Makayla.

Mayor, Council, Parks and RCDC:

I have enjoyed participating in a number of great projects in Hatley Park that are a benefit to our community. I helped with the trail 17 years ago when I first moved to RW and joined Park Commission. I appreciate the willingness of Parks, RCDC and Council to support and fund these improvements for our neighbors and our park.

I have been asked to help strategize with consultants on a new parking plan, which is also directly related to the plan for more trees. The new parking plan under review allows for the same number of cars that have been counted on the busiest game days, but in a consolidated lot that includes the small dirt lot between Fields 1 and 2, and the longer lot between Fields 2/3//4/5 and the WHAC. This opens up the opportunity to remove the parking lot at the north end and restore that as green space for any number of uses. There are many stakeholders in a park, but the primary goal should be green space and the enjoyment of nature in all its forms. Limiting cars should be the first priority once the basic needs are met, which has the added benefit of making the park safer. I will be making this case at the Parks Commission meeting on 11/18/25.

The cost of creating formal parking at the north end might prove to be prohibitive regardless, but leaving it in the current state of disrepair and unsightly paving would be unfortunate. I'm hoping there can be a conversation about what the best use of that area might become as we look at all these things holistically. I've heard from RCDC on a number of occasions that before we spend more money in the park, we should be mindful of everything we are doing and how we are best serving the community's interests, needs, and the long-term viability. I'm assume council has heard this request.

I initially felt that we could work around the permitter of our fields to address parking and trees, but if we get to a point that we want to add soil, sod and irrigation to the north lot, along with the proposal for a new irrigation system, and potentially new sod throughout, it seems like a good time to examine whether or not we want to put dogs back on mitigated soil where children are also playing. Similarly the challenge of even growing grass on heavy urinated soil is an on-going battle with nitrogen. There is a steady increase of usage for the off leash area, with 12-15 dogs rotating every 20-30 minutes during peak hours - that is somewhere around 50 dogs an hour, assuming two peak hours in the morning, one at lunch, and two more in the evening - potentially up to 250 dogs a day. That is a crap-ton of dog pee and poop every day. These numbers go up when Zilker Park is shut down during ACL and Trail of Lights.

I remember watching my kids and others occasionally sitting or laying on the ground during soccer practice (or even during games!) and plucking up the grass or playing with the dirt. Afterwards, snacks

play T-ball, or if I was still walking with my kids to our neighborhood park to fly kites, kick the soccer ball, throw the football, or have a picnic in the grass, I would never even want to set foot on the acre shared with so many dogs. Currently T-ball and dogs are sharing just under an acre, and we have about 1.5 acres total to divvy up. Let's give the dogs their own fenced area that is always their own - keep chairs, toys, dog bowls and urine all to themselves, never get run off for practice or games, borrow some shade from the permitter of trees, and give the rest of the community access to their park.

Respectfully, Alex Robinette





#### Public Health Risks of Off-Leash Dog Use on Youth Little League Fields in Rollingwood

From David Smith <david@dpsmithlaw.com>

Date Wed 11/12/2025 5:32 PM

To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

4 attachments (4 MB)

2020 - Detection of gastrointestinal parasitism at recreational canine site in the USA.pdf; JEPH2017-5984086.pdf; JVIM-30-1838.pdf; animals-11-01685-with-cover.pdf;

Dear Members of the Rollingwood City Council, Park Commission, and Community Development Corporation-

I am writing as a concerned resident, parent, little league coach, and someone who has owned dogs for most of my childhood and adult life. I want to again bring to your attention a serious public health and safety issue regarding the current policy allowing off-leash dog access to the youth athletic and little league fields during times when baseball and softball games are not scheduled. These fields serve as vital recreational spaces for our community's youngest athletes—boys and girls aged 4, 5, and 6—who participate in T-ball and coach-pitch games and practices. Since the City Council first began allowing dogs off leash on the existing little league fields 3, 4, and 5 in 2017, the off-leash dog use on these field has dramatically increased from a few occasional residents and their dogs to a full blown regional off-leash dog area used by dozens of off leash dogs and their owners daily. Unfortunately, his shared use has led to repeated and unavoidable exposure of these children to dog urine and feces, which contaminates baseballs, cleats, gloves, and playing surfaces. Based upon my first-hand experience, as well as that of several other little league coaches, children frequently handle contaminated equipment and inadvertently touch and likely ingest traces of fecal matter, posing significant risks of zoonotic disease transmission.

While I appreciate efforts to accommodate pet owners, the potential harm to our vulnerable young children outweighs these benefits. Peer-reviewed scientific studies consistently demonstrate that off-leash dog areas, including parks and fields, harbor high levels of pathogens and parasites in feces and soil, many of which are zoonotic (transmissible to humans) and particularly dangerous to young children due to their developing immune systems, hand-to-mouth behaviors, and close contact with the ground. Below, I highlight key findings from several rigorous published and peer reviewed studies:

- A 2017 study in Greater Lisbon, Portugal, analyzed 369 fecal samples and 18 soil samples from three urban dog parks, finding that 33% of fecal samples were positive for parasites, including hookworms (16.5% prevalence), Cryptosporidium spp. (11.9%), and Giardia spp. (11.4%). Soil contamination with hookworm eggs was detected in all parks (27.8% overall), primarily in grassy areas. These agents pose zoonotic risks such as cutaneous larva migrans from hookworms and visceral larva migrans from Toxocara spp., with heightened dangers for children through incidental ingestion or skin contact (Duarte et al., 2017, *BioMed Research International*).
- In a 2021 study of off-leash dog parks in Florence, central Italy, researchers examined fecal, soil, and water samples from 26 parks and 83 dogs. While bacterial pathogens like Yersinia spp. (8.4% in feces) and Listeria spp. (4.8%) were detected, fungal agents (e.g., Microsporum spp. in 61.5% of park soils) and helminths (Toxocara canis eggs in 2.4% of feces) were of particular concern. These can cause dermatophytoses (ringworm) and toxocariasis in humans, with children at elevated risk due to environmental persistence (arthrospores viable for over 30 months) and play behaviors (Ebani et al., 2021, *Animals*).
- A 2016 study from three regional dog parks in Northern California tested 300 dogs and detected enteropathogens in 38%, including Giardia (9%), Cryptosporidium (5.3%), Campylobacter (2.7%),

Page 62

- and Salmonella (1%). Notably, 54% of infected dogs showed no symptoms, allowing silent shedding into the environment. Zoonotic strains like Campylobacter and Salmonella were present in nearly 10% of dogs, underscoring transmission risks via contaminated fields, especially to children who may not exhibit immediate symptoms (Menezes et al., 2016, *Journal of Veterinary Diagnostic Investigation*).
- A 2020 DOGPARCS study (Stafford et al., Parasites & Vectors) found intestinal parasites in 20.7% of 3,006 dogs and 85% of 288 U.S. off-leash dog parks, including zoonotic Giardia and hookworms that contaminate soil and pose direct transmission risks to children playing on shared fields.

I have attached pdf copies of these 4 scientific studies and ask that they be included in the public meeting materials for the upcoming join City Council RCDC meeting on November 18.

Additional research reinforces these concerns. A 2017 review of off-leash dog parks emphasized that while direct human transmission data is limited, dogs frequently shed zoonotic agents like Giardia, Cryptosporidium, and Toxocara into shared spaces, with children under 15 facing 3–5 times higher bite risks and greater exposure to fecal-oral pathogens. Recommendations include separating dog areas from children's play zones to mitigate these hazards (D'Angelo et al., 2017, *Zoonoses and Public Health*). Similarly, a 2020 U.S. study across southeastern dog parks found gastrointestinal nematodes (e.g., hookworms, roundworms) in 20% of dogs and 85% of parks, highlighting these venues as hotspots for environmental contamination and human infection (Schurer et al., 2020, *Parasites & Vectors*).

The Centers for Disease Control and Prevention (CDC) warns that young children are especially susceptible to zoonoses like toxocariasis, which can lead to vision loss or neurological issues, and cryptosporidiosis, causing severe diarrhea. In Rollingwood, where these fields are central to family and youth athletic activities, allowing off-leash dogs to use little league fields 3, 4, and 5 as an off-leash dog park undermines our commitment to child safety and public health.

Compounding these health concerns is the fact that professional park planners, as part of the 2018 Rollingwood Park Master Plan, explicitly recommended removing off-leash dog use from the little league fields and instead creating a dedicated, separate off-leash dog park area to mitigate conflicts and hazards. This forward-thinking guidance aligns with best practices for balancing community needs while prioritizing child safety and environmental integrity.

I respectfully urge the City Council to act swiftly by prohibiting off-leash dog access to the little league fields and advancing the implementation of a standalone dog park as outlined in the master plan. Such measures would protect our children's health, enhance the usability of our parks, and foster a safer environment for all Rollingwood residents. This would protect our little league participants while honoring our community's love for pets.

I welcome the opportunity to discuss this further and am happy to provide additional documentation.

-dps

David P. Smith

ATTORNEY AND COUNSELOR Law Office of David P. Smith PLLC 3321 BEE CAVES ROAD, SUITE 208 AUSTIN, TEXAS 78746

512.717.9829 OFFICE 512.413.4420 MOBILE david@dpsmithlaw.com



#### Hatley Park

From Tony Stein

Date Thu 11/13/2025 1:34 PM

To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Hi Makayla - I'd like my email to be shared with Council, RCDC and the Parks commission.

It's come to my understanding that the city is considering spending upwards of \$500,000 for improvements to the park, including adding an improved parking lot in the back, new sod and irrigation for the baseball fields that are also used as a dog park. I would love to see more outward community engagement before such a significant expenditure is commenced. Perhaps we could have a special open info session for the community to provide input (similar to ones that have been done in the past for the master plan, logo redesign, etc) and maybe a community survey to collect input on how best to utilize that area going forward, as well as some other underutilized areas in the city.

While I think there is strong consensus around having an area for off leash dogs, there are definitely differing opinions about the current dual use setup with dogs and baseball players sharing the same space. I personally think the dog area is far too large right now (dogs often roaming very far away from their people and defecating out of sight from their owners) and would love to see a smaller dog only park with some play equipment and perhaps artificial turf which is much easier to clean and maintain; it also drains far better than natural turf (totally pervious) which would help prevent dogs damaging wet natural turf after rains, etc. I do not think it is a good use of money to resod the park based on observing how the dogs use the space as well as the quantity of dogs. While adding more permanent parking is appealing on some level, it also likely invites more use from those outside of our community, most of which likely walk to the dog park, as our family does.

Perhaps after more community engagement we will decide the current proposal is the best to move forward with but perhaps the community can come up with a better way to allocate the space to create distinct and dedicated uses that better serve all stakeholders. I know there was also an idea floating around about dog registration that might possibly help trim the usage of nonresidents. When my wife and I go to the dog park now we often see more non residents than we do residents - that's ok but I'd prefer a dedicated and more appropriate space just for dogs if we may continue to see growing usage from non residents.

The bottom line is that if we spend \$500k+ on the current arrangement there will be no ability to fully vet and potentially adjust the current usage plan to something that may be more optimal for all stakeholders.

Thanks for your consideration.

Tony



#### Support for Separating Dual Usage of Baseball Fields and Off-Leash Dog Areas

From Courtney Harvey

Date Thu 11/13/2025 1:50 PM

To Makayla Rodriguez <mrodriguez@rollingwoodtx.gov>

Dear Members of the Rollingwood City Council, Parks Commission, and RCDC,

I want to express my sincere appreciation for the continued time, care, and investment being made in our city's parks and open spaces. As we look ahead to significant improvements—particularly those involving the parking lot, irrigation systems, and land enhancements surrounding the baseball fields—I sincerely hope that the Council, Parks Commission, and RCDC will also take this opportunity to thoughtfully consider separating the dual usage of these fields as both athletic areas and off-leash dog spaces.

While our community's shared love of both sports and dogs is part of what makes Rollingwood special, maintaining distinct areas for children's recreation and dog activity would help ensure the safety, sanitation, and overall enjoyment of these spaces for all. Given the scale of the upcoming investments, this is an ideal time to make a long-term decision that balances the needs of families, athletes, and pet owners alike.

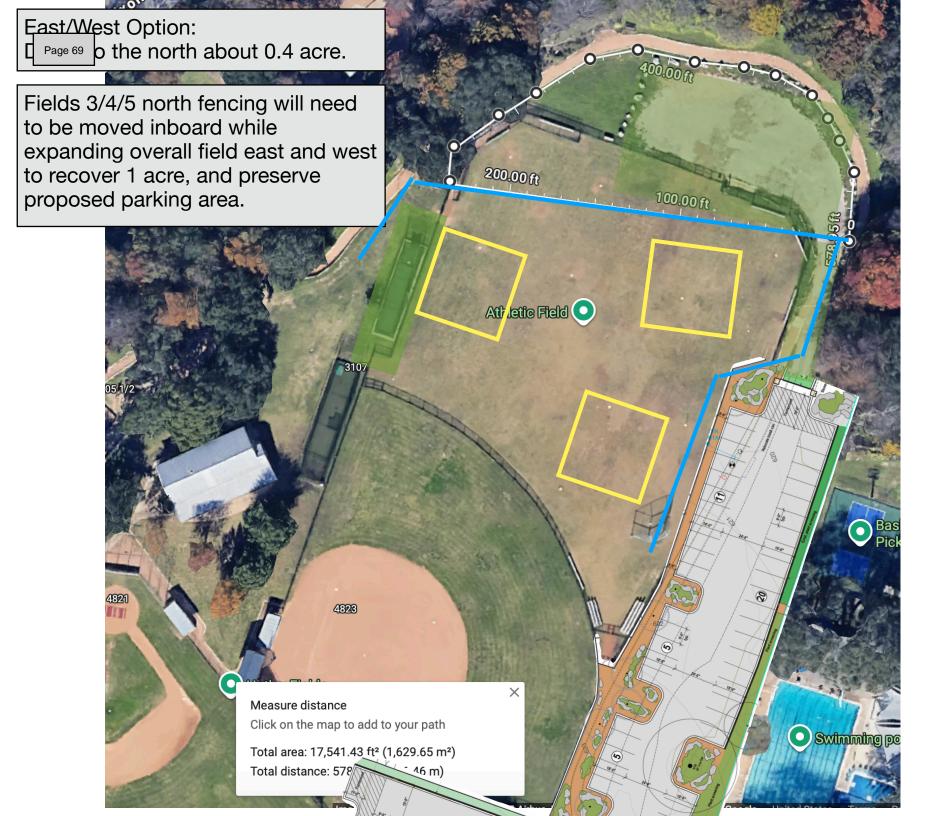
Thank you for your leadership and service to our community. I appreciate your thoughtful consideration of this important issue.

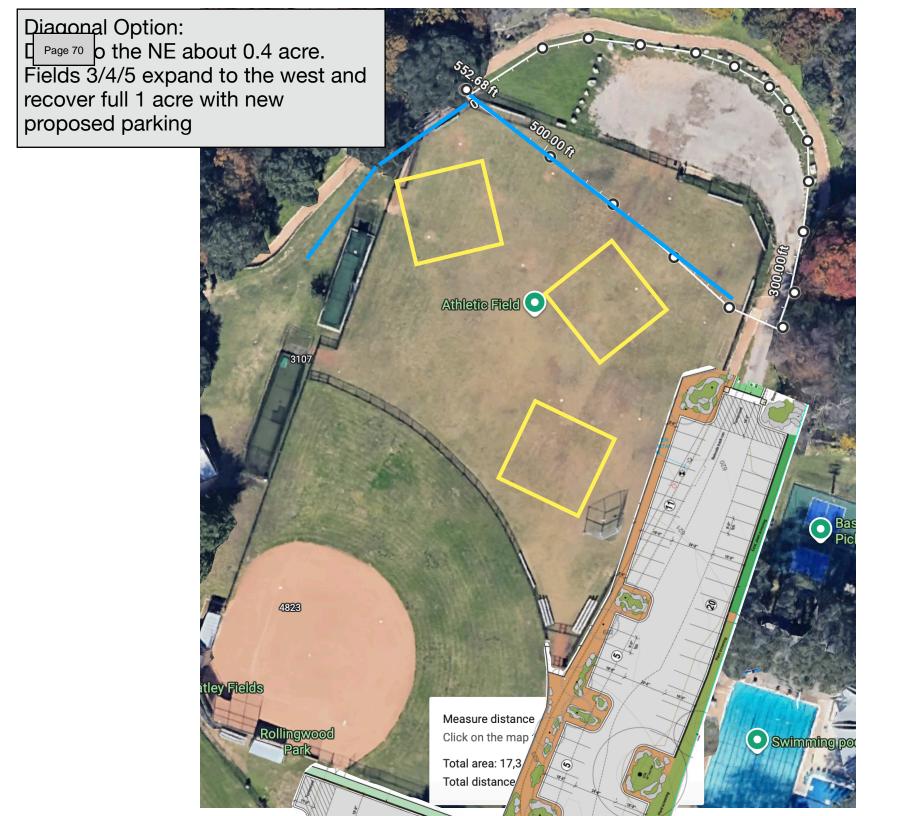
Warm regards, Courtney Harvey Rollingwood Resident











11-12-2025 11:00 AM

# CITY OF ROLLINGWOOD REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: OCTOBER 31ST, 2025

100-GENERAL FUND PARK DEPARTMENT

08.33% OF

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET
PERSONNEL				
100-5-55-5000 SALARY	40,849.00	2,949.71	2,949.71	7.22
100-5-55-5002 HOLIDAY COMPENSATION	0.00	0.00	0.00	0.00
100-5-55-5006 OVERTIME/PLANNED OVERTIME	0.00	0.00	0.00	0.00
100-5-55-5007 STIPENDS/CERTIFICATIONS	1,300.00	38.24	38.24	2.94
100-5-55-5009 RETIREMENT PAYOUT RESERVE	0.00	0.00	0.00	0.00
100-5-55-5010 TRAINING	2,800.00	0.00	0.00	0.00
100-5-55-5020 HEALTH INSURANCE	3,200.00	1,757.78	1,757.78	54.93
100-5-55-5030 WORKERS COMP INSURANCE	950.00	751.36	751.36	79.09
100-5-55-5035 SOCIAL SECURITY/MEDICARE	3,224.00	228.58	228.58	7.09
100-5-55-5040 UNEMPLOYMENT COMP INSUR	47.00	0.76	0.76	1.62
100-5-55-5050 TX MUNICIPAL RETIREMENT SYS	5,585.00	418.39	418.39	7.49
100-5-55-5060 STORM RELATED PAYROLL	0.00	0.00	0.00	0.00
TOTAL PERSONNEL	57,955.00	6,144.82	6,144.82	10.60
SUPPLIES & OPERATION EXP				
100-5-55-5101 FAX / COPIER	0.00	0.00	0.00	0.00
100-5-55-5103 PRINTING & REPRODUCTION	250.00	0.00	0.00	0.00
100-5-55-5110 POSTAGE	0.00	0.00	0.00	0.00
100-5-55-5114 COVID-19	0.00	0.00	0.00	0.00
100-5-55-5115 STORM RELATED EXPENSES	0.00	0.00	0.00	0.00
100-5-55-5120 SUBSCRIPTIONS & MEMBERSHIPS	0.00	0.00	0.00	0.00
100-5-55-5125 TRAVEL	0.00	0.00	0.00	0.00
100-5-55-5130 UTILITIES	12,000.00	2,732.94	2,732.94	22.77
100-5-55-5140 TELEPHONE	0.00	0.00	0.00	0.00
100-5-55-5145 UNIFORMS & ACCESSORIES	1,000.00	0.00	0.00	0.00
100-5-55-5157 RECORDS MANAGEMENT	0.00	0.00	0.00	0.00
100-5-55-5158 OFFICE SUPPLIES	200.00	0.00	0.00	0.00
100-5-55-5159 CITY EVENT SUPPLIES	500.00	0.00	0.00	0.00
100-5-55-5164 EQUIPMENT MAINT & REPAIRS	1,500.00	0.00	0.00	0.00
100-5-55-5171 EQUIPMENT	3,000.00	0.00	0.00	0.00
100-5-55-5172 SAFETY EQUIPMENT	300.00	0.00	0.00	0.00
100-5-55-5190 MATERIALS	10,500.00	15.68	15.68	0.15
100-5-55-5191 MAINTENANCE	6,000.00	0.00	0.00	0.00
100-5-55-5195 VEHICLE OPERATIONS	3,000.00	0.00	0.00	0.00
100-5-55-5196 VEHICLE MAINT & REPAIRS	1,000.00	0.00	0.00	0.00
100-5-55-5198 FIELDHOUSE SUP & MAINT-JANITOR	9,000.00	420.00	420.00	4.67
TOTAL SUPPLIES & OPERATION EXP	48,250.00	3,168.62	3,168.62	6.57
CONTRACTUAL SERVICES				
100-5-55-5255 VEHICLE INSURANCE	500.00	584.94	584.94	116.99 (
100-5-55-5270 ENGINEERING SERVICES	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	500.00	584.94	584.94	116.99 (
MISCELLANEOUS OTHER EXP				
100-5-55-5300 COMPUTER SOFTWARE & SUPPORT	1,215.00	58.36	58.36	4.80
100-5-55-5350 TOOLS/EQUIPMENT & REPAIR	950.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS OTHER EXP	2,165.00	58.36	58.36	2.70

11-12-2025 11:00 AM

## CITY OF ROLLINGWOOD REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: OCTOBER 31ST, 2025

100-GENERAL FUND PARK DEPARTMENT

08.33% OF

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET
CAPITAL OUTLAY				
100-5-55-5414 COMPUTERS	500.00	0.00	0.00	0.00
100-5-55-5455 IMPROV TO EXISTING PARK ASSETS	5,000.00	2,400.00	2,400.00	48.00
100-5-55-5456 PLANTS FOR PARK AND ENTRANCES	2,000.00	0.00	0.00	0.00
100-5-55-5490 PUBLIC WORKS LOAN PAYABLE	0.00	0.00	0.00	0.00
100-5-55-5494 VEH FIN NOTE - DEBT SERVICE	2,445.00	0.00	0.00	0.00
100-5-55-5495 NEW VEHICLE & OUTFITTING	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	9,945.00	2,400.00	2,400.00	24.13
OTHER NON-DEPARTMENTAL				
100-5-55-5512 PLAYGROUND MULCH & MAINT	8,000.00	0.00	0.00	0.00
100-5-55-5515 MAINTENANCE BUILDING	0.00	0.00	0.00	0.00
TOTAL OTHER NON-DEPARTMENTAL	8,000.00	0.00	0.00	0.00
TOTAL PARK DEPARTMENT	126,815.00	12,356.74	12,356.74	9.74